L 496 Circuit Essex 9579

Eugene Stevenson Atty. for Edison

Ed Phono vs. Ed Phono Ty.

Writ of Attach 15,000 Published 11/20/90

~~Affdt filed 11/5/90~~

Affs of Edison Applying Circular filed 11/8/90 Stevenson

~~Rule admitting affidavit " " " "~~

~~Proof of Posting Notice filed 11/24/90~~

~~Def dt filed & entered 12/2/90~~

~~Order to pub " "~~

~~Cpt audatur " " "~~

Affdts filed 1/19/91 Biddle Menhazel & Nelson

~~Notice of motion filed 1/19/91 Attys.~~

~~Order to take testimony filed 1/19/91 " " "~~

~~2nd Dft filed & entered 2/20/91~~

Order making rule to show cause absolute selling & attaching ~~selling & attaching~~ filed & entered Dp 11/91

Order staying etc filed & entered 4/1/91

Order filed 5/21/92

Order filed & entered 6/18/92

Dis Contumace filed & entered 4/6/96

Raymond R. Wile
Research Library

L496

NEW JERSEY. CIRCUIT COURT. ESSEX COUNTY.
DOCKET No. 9579.

Edison Phonograph Works versus Edison Phonograph Toy Manufacturing Co.	)	Eugene Stevenson, Attorney for Plaintiff

Writ of attachment $ 15,000	Published	Nov. 20, 1890.	
Affidavit filed		Nov. 5, 1890.	
Affidavit of Edison applying	Filed	Nov. 8, 1890.	Stevenson
Rule admitting affidavit		Nov. 8, 1890.	Stevenson
Proof of posting notice filed		Nov. 24, 1890.	
Def. dt filed and entered		Dec. 2, 1890.	
Order to publish entered		Dec. 2, 1890.	
Apointment of auditor		Dec. 2, 1890.	
Affidavits filed		Jan. 19, 1891.	Biddle, Manhard & Melser, Attorneys
Notice of motion filed		Jan. 19, 1891	ditto
Order to take testimony filed		Jan. 19, 1891	ditto
2 copies Defdt. filed and entered		Feb. 20, 1891	
Order making rule to show cause absolute Selling and attaching filed and entered		Apr. 11, 1891.	
Order staying, etc. filed and entered		April 11,1891.	
Order filed		May 21, 1892.	
Order filed and entered		June 18, 1892.	
Discontinuance filed and entered		April 6, 1896.	

(Note: Above material copied from Essex Country Hall of Records Docket entries.

Documents in this collection are from Edison Legal Packet 2060. ENHS.)
(Also Legal Envelope 139, ENHS)

Raymond R. Wile
Research Library

Claims in patent of William W. Jacques No. 400,851 Phonograph Dolls, dated April 2, 1889.

- - - - - - - - o 0 o- - - - - - - -

C L A I M S.

1. The combination of a phonograph and a doll provided with a body containing and carrying said phonograph, and a closed hollow space in communication with the diaphragm and within the doll.

2. The combination of a phonograph and a doll provided with a body carrying said phonograph, and a closed hollow head to act as a resonator.

3. The combination, within the body of a doll, of a phonograph supported thereby, and a globular resonating-chamber divided into two portions by a perforated conical partition, substantially as described.

Raymond R. Wile
Research Library

Claims in patent of William W. Jacques, No. 383,299 Combined Doll and Phonograph, dated May 22,1888.

- - - - - - - - - --oOo- - - - - - - - - -

1. The combination of a phonograph and a doll provided with a body carrying said phonograph, and a head having an orifice therein for the emission of sounds from the phonograph, substantially as described.

2. The combination of a phonograph having its stylus or tracer supported by the opposing tension of two or more springs, and a doll serving as a receptacle and a support for said phonograph,substantially as described.

3. The combination of a phonograph and a doll having a body provided with a cavity for receiving and a support for holding the phonograph therein, and a resonator contained in a perforated head for conveying and emitting sounds produced by the phonograph within the body,substantially as described.

4. The combination, with a doll provided with a cavity and a support or supports for a phonograph, of a phonograph having a diaphragm held in a frame at one edge and controlled in its movements by a spring upon the upper and under sides of said frame, substantially as described.

5. In a phonograph, the combination of a traveling record-surface with a pivoted diaphragm provided with a stylus and maintained between two counteracting-springs under tension in operative relation with said record-surface, substantially as described.

Raymond R. Wile
Research Library

6. The combination, with a phonograph, of an automatic shipping device actuated by the reverse motion of the record-surface to withdraw the diaphragm-tracer from the contact with the record-surface, substantially as described.

7. The combination, in a phonograph, of a diaphragm held in a hinged frame cushiened by a spring acting upon one side thereof, with a second spring acting upon the other side of the frame, and having an extension bearing upon the record-surface, so as to disengage the stylus from the record-surface when the motion of the latter is reversed, substantially as described.

8. A record-plate for phonographs, consisting of a foil of metal which is superficially hard upon the side which is to receive the record and is normally soft upon the other side, substantially as described, and for the purpose specified.

9. In combination with a phonograph, a record-plate of oroide foil made superficially hard upon the side which is to receive the record, whereby while the record may be readily impressed thereon it becomes practically permanent, substantially as described.

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Subject, _____ Orange, N.J., May 2, 1889. 188

Herman Trost, Trustee

Edison Phonograph Toy Manufacturing Co.,

95 Milk Street, Boston, Mass.

Dear Sir:-

Referring to the agreement between Lowell C. Briggs and William W. Jacques, and myself, dated November 25, 1887, providing for a license under Letters Patent in various foreign countries, for an Improvement in Phonographs or Speaking Machines, invented by me, and having been informed that you claim certain rights touching the said agreement, I hereby notify you that the license therein contained has expired for non-payment of royalties, and, moreover, has been forfeited for violation of the provisions of the contract by the said Briggs and Jacques.

A copy of this letter will be given to each of your officers, to each member of your Board of Directors, and to both Mr. Briggs and Mr. Jacques.

Respectfully,

Thomas A Edison

Raymond R. Wile
Research Library

(50)

License Agreement

- - - - - - - - - - - - - - - - -

Edison Phonograph Toy

Manufacturing Company

to

Thomas A. Edison.

- - - - - - - - - - - - - - - - -

Dated July 1st, 1889.

- - - - - - - - - - - - - - - - -

Legal Packet 2060

Raymond R. Wile
Research Library

LICENSE AGREEMENT made this first day of July, 1889, by and between the EDISON PHONOGRAPH TOY MANUFACTURING COMPANY, a corporation organized under the Laws of the State of Maine and having a usual place of business in the City of Boston, Commonwealth of Massachusetts, party of the first part, and THOMAS ALVA EDISON, of Llewellyn Park, State of New Jersey, party of the second part.

W H E R E A S, the party of the first part is engaged in the business of promoting the introduction and use of phonographic dolls, toys, and toy figures, and in connection with the said business has acquired rights under certain contracts, reference to which is now made for greater particularity, as follows, to wit: An agreement made October 1st, 1887, between Thomas A. Edison and Lowell C. Briggs and William W. Jacques, which agreement was assigned to the party of the first part by the said Briggs and Jacques, by instrument in writing dated April 4th, 1888; an agreement made November 25th, 1887, also between Thomas A. Edison and Lowell C. Briggs and William W. Jacques, which agreement was assigned to the party of the first part by the said Briggs and Jacques, by instrument in writing, dated November 10th, 1888; an agreement made of even date herewith, to wit, July 1, 1889, between

Thomas A. Edison and the said Edison Phonograph Toy Manufacturing Company; and two agreements also made July 1st, 1889, one thereof being between the North American Phonograph Company and the said Edison Phonograph Toy Manufacturing Company, and the other being between the Edison Phonograph Company and the said Edison Phonograph Toy Manufacturing Company, the said agreements relating respectively to certain patent rights touching phonographic dolls, toys, and toy figures, in Canada and in the United States; and

W H E R E A S, the party of the first part is the owner of certain Letters Patent of the United States granted to the aforesaid William W. Jacques, covering a combined doll and phonograph, and numbered respectively 383,299, and 400,851, and also of certain Letters Patent and applications for Letters Patent in various foreign countries covering similar inventions; and

W H E R E A S, the party of the first part proposes by this instrument to grant to the party of the second part an exclusive license to manufacture phonographic dolls, toys, and toy figures, under authority given to the party of the second part by the aforesaid agreements, as well as under the aforesaid patents, and under any and all other rights, privileges or patents appertaining to the said subject matter, which the said party of the first part has heretofore acquired or may hereafter acquire at any

Raymond R. Wile
Research Library

time during the continuance of this agreement:

N O W, T H E R E F O R E, in consideration of the mutual promises herein made, and of the sum of One Dollar in hand paid by each of the parties hereto to the other, receipt whereof is hereby acknowledged, the parties hereto declare and agree as follows, that is to say:

F I R S T:- The party of the first part hereby agrees to grant and hereby does grant to the party of the second part the sole and exclusive right in all parts of the world including the United States and Canada and all other countries, to manufacture the inventions and improvements, and more especially the phonographs or speaking machines applicable to dolls, toys, or toy figures, together with the accessories to adapt phonographic mechanism to the said dolls, toys, or toy figures, described in and covered by (a) the several agreements and patents set forth in the above recitals hereto, or (b) any future agreements which the party of the first part may make, or (c) any other inventions or patents which the party of the first part has heretofore acquired or may hereafter acquire.

S E C O N D:- The party of the second part agrees to manufacture the aforesaid phonographic mechanisms and the various devices and apparatus used in connection therewith, and the supplies therefor, under the license above given, and to deliver the same to the party of the first part at the actual cost of manufacture plus twenty

Raymond R. Wile
Research Library

per centum thereof, the said cost of manufacture to include cost of labor, material and general expense, and included in general expense shall be five per centum of the said aggregate cost of labor and material, for depreciation of plant. All deliveries shall be F. O. B. as regards places of manufacture where the freight car, boat, or other means of freight transportation, can be loaded within the factory grounds or enclosure, but as regards factories where the depot or other spot of shipment is outside of the factory limits, so that trucking or drayage is required, an additional and usual charge therefor may be made.

T H I R D:- Within one month after the date hereof, the party of the second part shall submit to the party of the first part standard models of the principal articles of phonographic mechanisms covered by this agreement, the same to be prepared by him at the expense of the party of the first part. Should those models not be satisfactory in any respect to the party of the first part, and should any disagreement of any kind whatsoever arise between the parties hereto as regards the preparation, component parts or cost of the said models, or otherwise, it shall be left to arbitration as provided for in the Tenth section hereof. After such standard models shall have been fixed, triplicate sets thereof shall be made by the party of the second part at the expense of the party of the first part and one of these three sets shall be deposited with each of the parties hereto, and the third set shall

Raymond R. Wile
Research Library

remain in the custody of the party of the second part for the purpose of being delivered by him to any person or corporation to whom or which he may hereafter assign the rights to manufacture given by this license as hereinafter provided for in the Eleventh section hereof. After such standards shall have been determined as aforesaid, all similar articles of mechanisms thereafter manufactured under the provisions of this instrument, shall in all respects conform thereto, and no substantial changes shall be thereafter made whereby articles or mechanisms shall be made to vary from the said models, without the consent of both parties hereto. In case it becomes desirable at any future time to vary the said models, or to create additional models relating to other parts of the business covered by this license agreement, the party of the second part shall prepare the same at the expense of the party of the first part, and triplicate sets shall be made of all such further or improved standards, the same as provided for above, to be disposed of in a corresponding manner. In the event of any dispute arising touching the necessity for such further standards or changes in existing standards, and as regards any details of the same, and the cost of the same, such disputed points shall be left to arbitration as provided for in the tenth section hereof.

F O U R T H:- The party of the second part shall always employ in the manufacture of all the articles herein provided for, the best and most modern appropriate

Raymond R. Wile
Research Library

machinery and methods and the best appropriate materials, and shall also possess proper and adequate facilities for such manufacturing, and in case any dispute ever arises between the parties hereto touching the provisions of this section, it shall be left to arbitration as hereinafter provided for. Whenever under the provisions of this section or under the provisions of the next preceding third section hereof, the party of the second part shall find it necessary or be required to abandon old tools and machinery, and to procure new tools and machinery, the allowance or compensation to be given the party of the second part in that regard shall be limited to its loss on tools thus abandoned, such loss to be determined by arbitration if need be.

F I F T H:- The extent to which the manufacture of articles covered by this agreement is to be carried on, shall be regulated by the requirements of the party of the first part as indicated by its firm orders, subject, however, to the following restrictions, that is to say:-- Within one calendar month from the date of this instrument, or as soon thereafter as standard models may have been fixed as provided for in the third section hereof, the party of the first part shall give to the party of the second part its firm order for the delivery of five hundred complete toy phonograph mechanisms per diem, the said order to continue in force for a period of not less than three months from the date of the beginning of delivery there-

Raymond R. Wile
Research Library

under, and such delivery to begin not later than one month from the date of such order.

Should the party of the first part desire either to increase or diminish the aforesaid daily amount of output, after the expiration of the said three months, it shall serve written notice to that effect upon the party of the second part at least six weeks before the expiration of the said three months and at least six weeks before the date when such increase or diminishing of output is to take effect; and should the party of the first part desire at any time or times thereafter to again regulate the amount of the daily output, six weeks' written notice thereof shall also be served upon the party of the second part; and the party of the second part agrees to at any time increase the said daily output by at least an additional output of five hundred per diem, or to decrease the then output if a decrease be required, upon the expiration of six weeks from the date of the receipt of such written notice.

It is anticipated that the articles to be manufactured hereunder, will, as soon as they are manufactured, be immediately packed and shipped, and at no time shall the party of the second part be required to carry in its storerooms a greater number of said articles than an accumulation of one week. Should the said articles accumulate, as is here suggested, the party of the second part shall, at the end of the said period of one week, have the right to make shipment of the same to the party of the first part,

Raymond R. Wile
Research Library

at its headquarters in the City of Boston, or at such other place as the said party of the first part may indicate, the said shipments to be made in the same manner and the goods thus shipped to be paid for in the same way as provided for or customary touching the shipment under firm orders at the time or times in question.

S I X T H:- At the expiration of each calendar month the party of the second part shall render to the party of the first part a statement of the articles manufactured under this agreement during the said calendar month, and the party of the first part agrees that within fifteen days after receiving such statements, it will pay to the party of the second part the full amount thereof for the month immediately preceding such payment, payments to be based on articles actually shipped, including shipments made under the last clause of the fifth section hereof, and if said payments are not promptly made, the party of the second part may at will discontinue manufacturing hereunder.

The party of the second part shall have the right to examine the books and office records of the party of the first part, for the purpose of verifying the aforesaid statements.

S E V E N T H:- It is contemplated that all the manufacture herein provided for shall, at least for the present, be carried on in the United States, both for domestic and export business, but the party of the second

Raymond R. Wile
Research Library

part reserves the right to carry on the said manufacturing in such other countries and to such extent in such several countries as he may from time to time deem desirable, it being understood that the second party shall as regards all manufacturing in all foreign countries comply in all respects with the laws of those countries. As regards any countries whose laws make it necessary to carry on therein the manufacture of the articles herein referred to, the second party agrees to establish factories in all such countries sufficient to supply the trade therein in such substantial manner as is provided for by this agreement, and in case of any dispute on this point, it shall be left to arbitration. If the second party should fail to establish factories in such countries within a reasonable time after the first party demands it, the first party shall itself have the right to establish factories in such countries, or license others to do so, but in no event shall the product of such factories be exported beyond the boundaries of the several countries in question.

Save and except as above provided for, the party of the second part will not, during the continuance of this agreement, license or authorize any other party whatsoever, save and except as provided for in the eleventh section hereof, to manufacture any of the articles herein provided for, in any part of the world, it being the intention of this instrument that the sole and exclusive license to manufacture any and all mechanisms, accessories, and

Raymond R. Wile
Research Library

other articles covered by this instrument, shall belong to the party of the second part.

E I G H T H:- Should the first party find it desirable to complete at the factory or factories of the second party, its phonographic dolls, by attaching to the phonographic mechanisms and accessories herein provided for, the other parts of the said dolls, that is to say, the heads, arms and legs, the second party will at the request of the first party, provide proper rooms, facilities and labor therefor, to such extent as the party of the first part may require, charging therefor only such sums as are proper and usual in such cases, the same to be determined, in case of disagreement, by arbitration as hereinafter provided for, but such charges are not to be considered as a part of the cost or manufacturer's price of phonographic mechanisms and articles as provided for in the second section hereof.

N I N T H:- The party of the first part agrees that it will hereafter from time to time when requested so to do by the party of the second part, execute such other and further grants, licenses, or other agreements in writing, as may be reasonably necessary or requisite to more fully carry out the true intent and purposes of this agreement.

T E N T H:- In case any disagreement should

Raymond R. Wile
Research Library

prise between the parties hereto relative to any of the provisions hereof, it shall be left to arbitration, each party to name one arbitrator, and those two to select a third, and the decision of the majority of the said three arbitrators shall be final and binding. In case the matter in dispute relates to manufacturing or to any subject of a mechanical, electrical or scientific nature, the said arbitrators shall be chosen from experts familiar with such subjects.

E L E V E N T H:- This license or any of the rights connected herewith may be assigned by the party of the second part at will to any corporation or corporations in which he owns at the time of such assignment at least a majority of the capital stock, and such assignment or assignments shall continue for the length of time provided for therein unless the party of the second part shall thereafter at any time during his life cease to own a majority of the said capital stock as above provided for, in which case, that is to say upon his ceasing to own during his lifetime a majority of the said capital stock, the assignment to such corporation, as to which such default occurs, may, if the party of the second part be then alive, be terminated at the option of the party of the first part upon giving six months written notice thereof to the party of the second part and to his said assignee. Whenever any assignment is made as aforesaid it shall be subject to all of the privileges and burdens herein provided for, so far

Raymond R. Wile
Research Library

as the same may be applicable to such assignee.

T W E L F T H:- Unless sooner terminated as herein provided for, this agreement shall continue in force during the life of any and all grants or licenses or patents, relating to phonographic dolls, and toys, or to the accessories thereto, or to supplies therefor, now in existence or hereafter granted and now or hereafter belonging to or controlled by the party of the first part, either in whole or in part.

I N W I T N E S S W H E R E O F the party of the first part by authority of its Board of Directors, and the party of the second part, by like authority, have hereunto severally caused their corporate names and seals to be hereunto affixed by their proper officers.

Done at the City of New York, State of New York, United States of America, on the day and year first above named.

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

(1424

From the Laboratory of Thomas A. Edison.

Subject, _____ Orange, N.J. July 19, 1890

RECEIVED JUL 21 1890

ANSWERED JUL 21 1890

Edison Phonograph Works,

Orange, N. J.

Dear Sirs:-

I enclose herewith a letter under date 18th instant received from the Edison Phonograph Toy Manufacturing Company of Boston, to which please give your attention.

Yours truly,

Thomas A. Edison
Jr.

2810

Legal Packet 2060

Raymond R. Wile
Research Library

Edison Phonograph Toy Manfg. Company.

·.· OFFICE OF THE TREASURER ·.·

95 MILK STREET, - - Room 73.

RECEIVED JUL 21 1890

Boston, July 18th, 1890

Thomas A. Edison, Esq.,

Orange, N. J.

Dear Sir:-

At a meeting of the Directors of this Company, held yesterday, at which the models of the new Doll were examined, the following vote was passed:

Whereas the models submitted by Mr. Edison appear to be satisfactory it is:

Voted, that Mr. Edison be requested to make by hand as soon as possible, (50) fifty machines of materials to be agreed upon between Mr. Edison and Mr. E. D. Magovern.

Yours very truly,

Daniel Weld.

Secretary.

5810

Legal packet 2060

Raymond R. Wile
Research Library

EDISON'S TALKING DOLL.

Edison Phonograph Toy Manfg. Company.

OFFICE OF THE TREASURER

95 MILK STREET, - - Room 73.

Boston, Nov. 26th, 1890

Edison Phonograph Works,

(d)

Orange, N. J.

Gentlemen:

Replying to your favor of the 22nd. inst., we beg to say that until we know just what the claim is on which you have undertaken to attach our property, and also just what part of our property you claim to have under attachment, we are quite unable to discuss the matter in hand with any intelligence. It seems to us only fair, also to acquaint us with other facts in regard to your suit, such as, Court in which it is brought, the return day of writ etc., inasmuch as we have no information on these particulars from any other source.

We have supposed that your claim was not only susceptible of, but actually in dispute and must continue to think so until the contrary is in some way made to appear.

Your letter does not make clear whether such completed mechanisms as you claim to hold subject to our order are enclosed in dolls or how many there are. We should be glad to be enlightened on these points.

3

Legal Packet 2060

Raymond R. Wile
Research Library

EDISON'S TALKING DOLL.

Edison Phonograph Toy Manfg. Company.

OFFICE OF THE TREASURER

95 MILK STREET, - - Room 73.

Boston, Nov. 26th, 1890

E. P. Works, (2)

We should be glad to confer with your representative and with Mr. Edison, or his repreaentative on the whole subject. If this is not acceptable to you we are ready to carry out our manufacturing contracts according to its terms, including the provisions for arbitration.

As to the suspension of your work as you claim at our request, we beg to say that our understanding is that such suspension took place before any request of ours had been made.

And we are

Yours respectfully,

Edison Phonograph Toy Manufacturing Co.,

by Benj. L. Stevens
Pres.

Raymond R. Wile
Research Library

OFFICE OF

THE EDISON PHONOGRAPH TOY MFG. CO.

TELEPHONE 161-18th.

EDGAR S. ALLIEN,
GENERAL MANAGER FOR THE UNITED STATES.

No. 138 FIFTH AVENUE,

New York, November 29th. 1890.

RECEIVED DEC 1 1890 Ans'd MN

Edison Phpnograph Works,

Orange, N. J.

Gentlemen:-

Kindly accept our thanks for yours of the 28th. enclosing letter from Mrs. A. Noakes, La Fayette, Indiana.

Yours very truly,

Edgar S. Allien

General Manager.

per Arthur

Legal Packet 2060

Raymond R. Wile
Research Library

OFFICE OF

THE EDISON PHONOGRAPH TOY MFG. CO.

TELEPHONE 161-21st.

EDGAR S. ALLIEN,
GENERAL MANAGER FOR THE UNITED STATES.

No. 138 FIFTH AVENUE,

New York, Oct. 4th. 1890.

RECEIVED
OCT 7 1890
Ans'd ...MN... 18

D

Edison Phonograph Works,

Orange, N. J.

Gentlemen:-

Please accept our thanks for your favor of the 3rd. inst enclosing letter from Mr. W. J. Novice, Orrorou, South Australia.

Yours very truly,

Edgar S. Allien

General Manager.

per A Hawes

Legal Packet 2060

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

Orange, N.J. Nov. 24, 1890.

PHONOGRAPH DICTATION.

Edison Phonograph Works,

Mr. Henry C. Ware,

Orange, N. J.

RECEIVED E
NOV 25 1890
Ans'd Nov 25, 1890

Dear Sir:-

I enclose herewith letter of the Edison Phonograph Toy Manufacturing Company, under date 19th Nov., 1890, addressed to Mr. Edison as President of the Edison Phonograph Works; also copy of reply addressed to the Toy Company by your Treasurer, Mr. Insull, under date 22nd Nov., 1890.

Yours truly,

A. Tate

Private Secretary.

Legal Packet 2060

Raymond R. Wile
Research Library

EDISON'S TALKING DOLL.

Edison Phonograph Toy Manfg. Company.

OFFICE OF THE TREASURER

95 MILK STREET, - - Room 73.

I

Boston, Nov. 19th, 1890

Ans. Nov. 22 d 1890.

Edison Phonograph Works,

Thomas A. Edison, President,

Orange, N. J.

Gentlemen:-

Referring to your favor of 17th. inst. signed by T. A. Edison, President, we beg to treat it as if your letter of 14th. inst. signed by Samuel Insull, Treasurer, had not been received.

It seems to us, that the amount which you have claimed, is not justly your due. We should be glad to confer with any representative of yourselves, or Mr. Edison, or both in relation to the matter at such time and place, as may be fixed by you, and endeavor to come to an agreement upon the subject, or if this does not meet your views, or if an agreement cannot be reached after such conference we are ready to submit the question to arbitrators as is contemplated by our manufacturing agreement with Mr. Edison dated August 6th. 1889, and upon decision duly rendered by such arbitrators, we expect to settle for such amount if any, as may thus be found to be due from us.

Yours very truly,

Edison Phonograph Toy Manufacturing Co.,

By [illegible] President.

Legal Packet 2060

Raymond R. Wile
Research Library

Nov. 22, 1890.

G

Edison Phonograph Toy Manufacturing Co.,
95 Milk Street, Boston, Mass.

Gentlemen :-

We beg to acknowledge the receipt of your two favors of the 19th inst., one addressed to our President and the otherto our Treasurer.

In reply we beg to say that the claim upon which ~~are~~ our attachment was issued was not a disputed claim. That claim was not susceptible of dispute and had not in fact ever been disputed. It was an amount past due for merchandise furnished under our contract.

We still have claims under that contract against you upon which we have not as yet taken action. Some months ago while we were engaged in the process of manufacturing mechanisms for you under our contract you requested a suspension of our work. That suspension which we acquiesced in for the time, left us in possession of certain completed mechanisms under the old model and of certain mechanisms in various stages of construction under the same model. It also left us in possession of tools especially made for the production of the mechanisms in question and certain raw material. Our recent letter to you addressed to you under date of the 17th inst. was written to you

Legal Packet 2060

Raymond R. Wile
Research Library

upon the assumption that the negotiations between us must necessarily fail to bring us to the same mind upon these subjects of difference, and the purpose of that letter we desire to make more manifest in this, which is, that we now desire to place ourselves in the position which we held before we acquiesced in your request for the suspension of work.

We, therefore, notify you as follows : We have on hand a ~~[illegible]~~ number of completed mechanisms of the old standard which we hereby deliver and tender to you under our contract. We shall hold them to your order, and send you invoices as per our course of dealing.

As to incompleted mechanisms now in process of construction, as well as our loss upon tools especially made for that purpose and other matters outstanding between us and not referred to herein, we are willing to follow the suggestion of your letter and make them the subject of arbitration. We shall do this, however, only upon condition that at the time of the submission to arbitration you shall give us security for the faithful performance of such award as may be made. If you accept this suggestion, please communicate your acceptance at an early date. If you are not willing to accept this suggestion, then we shall be obliged to stand upon our contract rights as to these subjects as well as to

Raymond R. Wile
Research Library

all others. Hoping to hear from you promptly, we beg to remain

Yours very truly,

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

I

Subject, _____

Orange, N.J., Nov. 14, 88. 188

Edison Phonograph Works,

Orange, N. J.

Dear Sirs:-

I enclose herewith a letter addressed to Mr. Edison, as President of the Edison Phonograph Works, by the Edison Phono. Toy M'f'g. Co., and also a copy of Mr. Edison's reply to the same, both of which are for your files.

Yours very truly,

Legal Packet 2060

Raymond R. Wile
Research Library

November 14, 1888.

The Edison Phonograph Toy M'f'g. Co.,

Lowell C. Briggs, Esq., Treasurer,

Boston, Mass.

J

Dear Sir:-

The Edison Phonograph Works, if they receive a proper order under contract today, could be ready on January 10th, 1889, to furnish you with toy phonographs for dolls, similar to sample shown to-day, at the rate of five hundred per day. This capacity can be doubled every six weeks.

The estimated cost of the toy phonograph, put inside a properly made doll, is, as near as we can come at it at present, ninety-seven cents.

Yours very truly,

EDISON PHONOGRAPH WORKS.

By

(Sgd) Thos. A. Edison

President.

Legal Packet 2060

Raymond R. Wile
Research Library

air
Nov 14 '88

K

Boston, November 13, 1888.

Thomas A. Edison, Esq., President,

Edison Phonograph Works,

Orange, N. J.

Dear Sir:-

Will you kindly write us how soon and what number of toy phonographs, similar to sample, you can be prepared to furnish us and also the estimated cost of the toy phonograph talked to and placed inside the doll.

Yours very truly,

THE EDISON PHONOGRAPH TOY M'F'G. CO.

By

Wm. J. Jacques

President.

Legal Packet 2060

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

M

Subject, _____

Orange, N.J. Jan. 20, 1890.

RECEIVED. JAN 21 1890

Edison Phonograph Works,

Orange, N. J.

Dear Sirs:-

Upon investigating the manufacture of toy phonograph movements, which has been carried on at the Edison Phonograph Works for several months past, I find that up to the present time there has been invested in this connection about sixty-seven thousand dollars ($67,000). Owing to the delays which have occurred in perfecting certain processes of manufacture, we have not yet been able to deliver any movements to the Toy Phonograph Company, and are, therefore, not entitled under our contract with them to demand pecuniary assistance. I sent Mr. Tate to Boston on Friday last, with instructions to obtain, if possible, from the Toy Company, an advance of twenty thousand dollars against deliveries, and under authority from myself he assured the Executive Committee that these would commence not later than one week from to-day, and in quantity not less than 100 movements per diem. In conjunction with the North American Phonograph Company, and in compliance with a request made of us by the Toy Company, I have waived the first quarter's royalty due me under my contract with the latter, owing

Legal Packet 2060

Raymond R. Wile Research Library

to our failure to commence the delivery of movements in time to enable them to take advantage of the Christmas trade, thus making a direct personal loss of $2,500, the North American Company losing a like amount.

I write this letter to acquaint you with the statement which I have made in regard to commencement of deliveries one week from to-day, and the extent of the same, and to inform you that nothing must be left undone to bear out what I have said, which was based upon positive statements made to me by your Superintendent after he had been informed of the action which I proposed taking.

Yours very truly,

Thos. A. Edison

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of
Thomas A. Edison.

RECEIVED.
FEB 1 - 1890

Subject,

Orange, N.J. Jan. 31, 90

Mr. A. MacGruthar,

Edison Phonograph Works,

Orange, N. J.

Dear Sir:-

I desire to call your attention to the Fifth Section of contract between Mr. Edison and the Edison Phonograph Toy Mfg. Co., under date August 6th, 1889, in regard to the manufacture of movements for speaking dolls. A portion of this Section reads: "Within one calendar month from the date of this instrument the "first party (Toy Phono. Co.) shall give to the second party its "firm order for the delivery of 500 toy phonograph mechanisms, per "diem, exclusive of Sundays and legal holidays, the said order to "continue in force for a period of not less than three months from "the date of the beginning of delivery thereunder."

As I understand it, we have now commenced to make delivery of movements, and what I desire particularly to bring to your attention, is the fact that if we start on say 100 movements per day, and run through the period of three months at either that number or an increase less than 500, we will have turned out at the end

Legal packet 2060

Raymond R. Wile
Research Library

of the three months between eight and twelve or fifteen thousand movements. If we run up to our full capacity, that is to the full extent of the order which has been given to us, we can turn out in the same period, 40,000 movements. It is, therefore, desirable that the output of these movements should be increased as rapidly as possible until the limit of 500 per day is reached.

Yours truly,

Private Secretary.

Send me a copy of that letter written by Mr Insull and spreading deliveries of phonographs over a period longer than originally contemplated. I think we may be able to work the same thing with the Toy people - and save ourselves

Raymond R. Wile
Research Library

Cable Address "Edison, New York."

From the Laboratory of Thomas A. Edison.

P

Subject, _____ Orange, N.J. Feb. 3, 1890.

PHONOGRAPH DICTATION.

Edison Phonograph Works,

Orange, N. J.

RECEIVED. FEB 5 - 1890

Dear Sirs:-

I beg to call your attention to the Second Section of Agreement between Thomas A. Edison and the Edison Phono. Toy Mfg. Co., under date August 6th, 1889. In this Section it is provided that royalties shall be paid on the inventions or improvements themselves--that is to say, the whole of the mechanism of the phonographic parts, and of the accessories to adapt it to the doll or toy figure. This Section also provides that Royalty is not to be paid on any part or parts of dolls or toy figures used in connection or association with the said inventions or improvements. It will be seen from this that Royalties are not to be based upon costs of the body, and, therefore, in keeping a record of these costs, it will be necessary that the body and the phonographic mechanism be recorded separately.

Yours truly,

A. O. Tate

Private Secretary.

Raymond R. Wile Research Library

TOY PHONOGRAPH.

Part No.	Name of Part.	Total Cost Labor.	Total Cost Material.	Total Cost Labor & Material.
1001	Frame	$ 125.40 ~~35~~	$ 11.04	171 44
1002	Cylinder	15.30	8.25	23 55
1003	C. C. Spring	.90	.56	1 46
1004	C.C.S. Pin		~~11.25~~ 1.12	1 12
1005	C. S. Sping	4.00	2.25	6 25
1006	C. Barrel	20.50	27.17	47 67
1007	C. Shaft	42.50	5.31	47 81
1008	C.S. Centre	.90	.13	299 30
1009	C.S.C. Nut	1.40	.46	1 03
1010	C.S. Bear	.40	1.48	1 86
1011	C.S.B. Pin		1.12	1 88
1012	C.S.B. Screw		1.58	1 12
1013	C.S. Pulley	4.55	13.38	1 58
1014	C. Carrier	1.00	.73	19 93
1015	S.S. Washer	.20		1 73
1016	C. Handle	15.50	4.45	20
1017	C. Pin	1.00	.23	326 63
1018	Trips	14.77	8.40	19 95
1019	T. Pin	1.00	.92	1 23
1020	T.P.Bear	.65	1.25 (125)	23 17
1021	T.P.B. Screw		1.58	1 92
1022	T. Spring	2.00	.30	1 90
1023	T. W. Lift	1.00	.21	2 30
1024	F. Nut	3.70	2.27	1 21
1025	F.N. Spring	1.30	.50	5 97
1026	B.W.S.Pulley	2.00	1.95	1 80
1027	B.Wheel	3.00	32.32	3 95
1028	B.W.Shaft	18.00	1.04 2.04	397 61
1029	B.W.S.Bear	1.10	1.05 + 125	35 32
1030	B.W.S.B. Screw	~~11.10~~	1.58	20 04
1031	T.P.Belt 1170	~~2.00~~	3.20	2 35
1031½	C. Thread		.41	1 58
1032	B.T.Spring	2.00 3.00	.56 (96)	14 30
1033	Diaphragm		75.00	41
1034	D. Cushion 400	2.00	6.00	3 96
1035	D. Cup 3060	~~21.10~~	3.92	75 00
1036	D. Cover	7.75	1.52	10 00
1037	D.C. for Pin 140	~~.70~~	.75	34 52
1037½	D.C. for Screw 140	~~.70~~	.75	9 27
1038	D.C. Pin		.75	2 15
1039	D.C. Screw		3.16	2 15
1040	Funnel	2.25	2.68	75
1041	N. Weight 1500	~~11.56~~	9.10	603 41
1042	N.W. Pin	.25	~~.06~~ .26	3 16
1043	W.N. Fulcrum	~~1.00~~ 1.50	.04	4 93
1044	W.N.F. Pin	.28	.32	22 10
1045	Needle	~~19.00~~ 19.70	.50	51
1046	N. Fork	3.50	.22	1 54
1047	N.F. Pin	.08	.32	20 20
1048	C. Ferrule	3.50	11.20	3 72
1049	C. Covering	4.00	~~4.27~~	14 70
1050	B. Front	123.10	28.35	8 00
1051	Shoulders	6.25	15.12	151 45
1052	Hips	2.10	6.75	21 37
1053	Backs	2.80	9.18	8 85
1054	H. Socket	1.05		11 98
				1 05
				877 07

Raymond R. Wile Research Library

					877	97
× 1055	Arm Socket	~~1.00~~ 2.00			2	
× 1056	R.L. Socket	2.90			2	90
× 1057	L.L. Socket	2.95			2	95
× 1058	S. Screw		1.58		1	58
× 1059	S.S. Nut	1.70	.35		2	03
× 1060	Head Hooks	~~.70~~ 1.40	1.08		2	48
× 1061	L. Hooks	~~.30~~ 1.60	1.50		2	10
1062	Upper Stud	4.00	.54		4	64
× 1063	S. Screw		3.16		3	16
1064	L. Stud	4.50	.54		5	04
1065	Phonograms	35.00	21.08		56	08
× 1066	Arm Hooks	1.30	.74		2	04
1067	B.W. Shaft Centre	3.30	.15		3	45
					968	34

Body ——— 215.96
Instrument ——— 752.38
$968.34

Body × $1250 per 1000
Instrument × 300 per 1000

10147
40668

Raymond R. Wile
Research Library

No. 250

Dated 1892

Edison Phonograph Toy Manufacturing Company
to
Daniel Wild, Trustee

Mortgage on Personal Property.

Received in the Register's Office of the County of Essex N.J. on the 21st day of May A D 1892 at 10 49 a m.
Recorded in Book No 39 of Chattel Mortgages for said Co on pages 1 – 5

Richard E Logan
Register

Wm C Gee Reg

Raymond R. Wile
Research Library

To all to whom these Presents shall Come: Know ye that the Edison Phonograph Toy Manufacturing Company a corporation of the state of Maine party of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of one dollar to it duly paid by Daniel Weld, of Boston, Massachusetts party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth grant, bargain and sell unto the said party of the second part, his executors, administrators and assigns; all the goods and chattels mentioned in the schedule hereunto annexed, and now being at the works of the Edison Phonograph Works at Orange, Essex County New Jersey, To Have and To Hold, all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part his executors, administrators and assigns forever. And it the said party of the first part, for itself and its successors, all and singular the said goods and chattels above bargained and sold, unto the said party of the second part his executors, administrators and assigns, against it the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant, and forever defend. Upon Conditions, that if it the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators or assigns, on the sixth day of April instant, the sum of eighty-one hundred and thirty dollars and forty-five cents with lawful interest thereon from the date hereof, in trust nevertheless for the uses and purposes following, and none other, to wit, to pay the same to the persons and in the amounts hereinafter named, for money to the amounts named due and owing to them respectively from said company, as follows, namely: Charles

Raymond R. Wile
Research Library

Gibbons, of Orange, New Jersey, three hundred and seventy-five dollars; The Boston Safe Deposit and Trust Company, a corporation of Massachusetts, one hundred and fifty dollars; George L. Roberts & Brother, of Boston, Massachusetts, two hundred and ten dollars and seventy-two cents; Oscar E. Madden of Boston, Massachusetts, one hundred dollars; Ezra T. Gilliland of New York City, New York, one hundred dollars; John W. Mackintosh of Brookline, Massachusetts, eleven hundred and forty-three dollars and seventy-three cents; Daniel Weld of Boston, Massachusetts, two thousand dollars; Bedle, Muirheid, McLeod & Bedle Jr., of Jersey City, New Jersey, twenty-five hundred dollars; Winfield S. Hutchinson of Newton, Massachusetts, fifteen hundred dollars and Clarence Hale of Portland, Maine, fifty-one dollars, then these presents shall be void. This mortgage, however, in case of default, is not to be and is not to be construed to be, a waiver of any statutory or other lien on said chattels or other assets of said company, held by any of said persons for wages for services performed for said company, but it, and is to be construed to be, a further security therefor. And it, the said party of the first part, for its successors and assigns, doth covenant and agree to and with the said party of the second part, his executors, administrators and assigns, that in case default shall be made in the payment of the said sum above mentioned or in case the said party of the first part shall at any time before the day of payment herein provided for, remove the said goods and chattels, or any of them, or permit or suffer any attachment or other process against property to be issued against the said party of the first part, or permit or suffer any judgment to be entered against it then the said sum of money herein mentioned, with all arrearages of interest thereon shall become instantly due and payable, and it shall and may be lawful for, and it, the said party of

the first part, doth hereby authorize and empower the said party of the second part, his executors, administrators and assigns, with the aid and assistance of any person or persons, to enter any dwelling-house, store, and other premises, and such other place or places as the said goods or chattels are or may be placed, and take or carry away the said goods or chattels, and to sell and dispose of the same for the best price they can obtain, and out of the money arising therefrom, to retain and pay the said sum above mentioned, at, and to the persons, aforesaid, with interest as aforesaid and all charges touching the same, rendering the surplus (if any) unto the said party of the first part or to its successors or assigns. And until default be made in the said payment of said sum of money and interest the said party of the first part to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same. And it, the said party of the first part, for its successors and assigns, doth hereby covenant, promise and agree to and with the said party of the second part, his executors, administrators and assigns to pay the said sum of money and interest above mentioned, at the time and times, and in the manner, and on the trust, above mentioned, and in case the money arising from the sale of said goods and chattels should not be sufficient to pay the charges above stated, and the persons ~~xxxx~~ above named all the moneys provided for them, to pay out of such proceeds of sale, first the said charges, and second to said persons each such share of the whole money so remaining as the amount above provided to be paid to him, it, or them, bears to the whole balance so remaining for distribution.

In Witness whereof, it the said party of the first part, by the authority, and pursuant to a resolution, of its board of directors duly passed on the twenty-ninth day of March, eighteen hundred and ninety-two, has caused

Raymond R. Wile
Research Library

these presents to be signed by its president and attested by its secretary, and its corporate seal to be hereto set. the sixth day of April, eighteen hundred and ninety-two.

Page 1 line 6 "party" interlined. Page 3 line 21 "and" interlined, and "and" erased before execution.

Edison Phonograph Toy
Manufacturing Company
By John W. Mackintosh,
President.

Attest:
Winfield S. Hutchinson
Secretary.

Raymond R. Wile
Research Library

Schedule referred to in the foregoing mortgage from the Edison Phonograph Toy Manufacturing Company to Daniel Weld, Trustee:

In the building known as No. 10, or Wax Department of the Edison Phonograph Works:

223 unopened cases of heads, arms, legs and shirts of dolls sufficient to make 120 dolls in each	26,760
723 boxes A. heads 3 in each } 205 boxes B. heads 12 in each }	4,629
713 boxes legs, 6 pairs in each	4,278
148 boxes arms, 12 pairs in each	1,776
108 boxes shirts, 60 in each	6,480

In the building No. 11, or Doll Assembly Building of Edison Phonograph Works, dolls assembled and partly assembled including dolls returned from No. 138 5th Avenue, New York, by E. S. Allien; also dolls packed and wrapped ready for shipment, and dolls with no mechanisms, but partially assembled, 36,025

In the same building, in addition to those mentioned above:

10 boxes of A. heads, 3 in each } 11 boxes B. heads, 12 in each }	total	162
25 boxes of arms, 12 in each		300 pairs
5 boxes of shirts 60 in each		300
4000 pairs of arms in large boxes		4,000
New pasteboard boxes, unused		1,500
Balls of twine		100
Box of pins		1
Jub of paste		1
White tying tape, spools		17

Raymond R. Wile
Research Library

Rubber bands, 8 great gross in each, boxes	8
Pin tickets, 1000 in each, boxes	9
Doll labels	200
Brass doll stands.	18
Shoulder points, boxes	1

The Edison ~~Pho~~ Phonograph Toy manufacturing Company

By John W. Mackintosh,
Pres.

Winfield S. Hutchinson
Secretary

Raymond R. Wile
Research Library

State of Massachusetts Daniel Weld, of full age being duly sworn
County of Suffolk ss. on his oath saith, that he is the mortgagee
in the foregoing mortgage named, and that the true consideration of
said mortgage is as follows, namely:
On the twenty-ninth day of March eighteen hundred and ninety-two,
the Edison Phonograph Toy Manufacturing Company, the said mortgagor,
was indebted to the persons named therein in the amounts therein
stated as follows; and this mortgage is given to secure the same;
To Charles Gibbons three hundred and seventy-five dollars for wages
for services as care taker of the property of the Company at
Orange New Jersey, for twenty-five consecutive weeks ending March
twenty-sixth eighteen hundred and ninety-two, at fifteen dollars
per week, $375.00
To the Boston Safe Deposit and Trust Company, a corporation of Massachusetts,
one hundred and fifty dollars, for services as transfer agents of
said Company from June first eighteen hundred and ninety-one to
March first eighteen hundred and ninety-two, at the rate of two
hundred dollars per year, $150.00
To George L. Roberts & Brother, of Boston, Massachusetts, two hundred and ten
dollars and seventy-two cents, for cash to that amount paid by them
for maintaining in foreign countries, foreign patents owned by this
Company, $210.72
To Oscar E. Madden, of Boston, Massachusetts, one hundred dollars for
cash to that amount loaned to the Company, $100.00
To Ezra T. Gilliland of New York City, New York one hundred dollars for
cash to that amount loaned to the Company, $100.00
To John W. Mackintosh, of Brookline, Massachusetts, eleven hundred and
forty-three dollars and seventy three cents as follows:

Raymond R. Wile
Research Library

835 72

To for services as president of the Company from October eighteen hundred and ninety-one to March first, eighteen hundred and ninety-two, 750.00

for cash disbursements on account of the Company, and for cash advanced to the Company to the extent of three hundred and ninety-three dollars and seventy-five cents, which amounts have been audited and passed by the board of directors, 393.75 $1143.75

To Daniel Weld, of Boston, Massachusetts, this deponent, two thousand dollars, for services rendered to the Company as secretary and treasurer from May first eighteen hundred and ninety-one to March first eighteen hundred and ninety-two, at two hundred dollars per month, $2000.00

To Bedle, Muirhead, McLean & Bedle Jr., attorneys and counsellors at law, of Jersey City, New Jersey, twenty-five hundred dollars for professional legal services, and expenses, rendered in New Jersey, to the Company, to March first, eighteen hundred and ninety-two, which amount had been agreed upon between them and the Company, $2500.00

To Winfield S. Hutchinson, attorney and counsellor at law, of Newton, Massachusetts, fifteen hundred dollars, for services as general counsel of the Company to March first eighteen hundred and ninety-two, which amount has been agreed upon between him and the Company, $1500.00

To Clarence Hale, of Portland, Maine, fifty-one dollars, as follows:

For services as clerk of the Company in the state of Maine for the year ending October fifteenth eighteen hundred and ninety-one, 50.00

Raymond R. Wile
Research Library

For cash disbursements made by him for the Company during that year 100 $5100

Total $8130 45

All the above services were rendered, and cash loans and advances made to said company between October first eighteen hundred and ninety and March first eighteen hundred and ninety-two and no part thereof has been paid, but all of it is justly due and owing from said Company to said persons for the items above stated, and deponent further says that the amount due and to grow due upon said mortgage is the said sum of eighty-one hundred and thirty dollars and forty five cents with interest thereon from the date thereof, and that deponent has been secretary and treasurer of said company from the eleventh day of April eighteen hundred and eighty-nine to the twenty-ninth day of March last, at which date he resigned as secretary thereof, and thereby knows the facts above stated.

Sworn and subscribed at the city of Boston in the County of Suffolk and State of Massachusetts this 8th day of April eighteen hundred and ninety two before me a Notary Public in and for said County and State, and a Commissioner for the State of New Jersey, residing in Boston

Daniel Weld

Samuel Ferguson Notary Public in and for the County of Suffolk and State of Massachusetts and a Commissioner for the State of New Jersey.

Raymond R. Wile
Research Library

State of Massachusetts
County of Suffolk } ss. Be It Remembered that on the Sixth day of April, eighteen hundred and ninety-two, personally appeared before the subscriber, a Commissioner for the State of New Jersey, residing in Boston Winfield S. Hutchinson, of full age, who being duly sworn according to law, on his oath saith; that he is the Secretary of the Edison Phonograph Toy Manufacturing Company, a corporation of the State of Maine; that he knows the common seal of said corporation; that the seal affixed to the foregoing mortgage is the common seal of said corporation ~~association~~; that John W. Macklintock, who is the President of said corporation ~~association~~, did by their order sign, seal and deliver the within mortgage as their voluntary act and deed, in the presence of deponent, and that deponent did, at the execution thereof subscribe his name as subscribing witness thereto.

Winfield S. Hutchinson

Sworn and Subscribed
in the City of Boston in the County of Suffolk and State of Massachusetts this sixth day of April A.D. 1892
Before me. Witness my hand and Official Seal as Commissioner for the State of New Jersey, residing in said Boston, the day and year aforesaid.

Samuel Jennings
A Commissioner for the State of New Jersey

Raymond R. Wile
Research Library

A G R E E M E N T .

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

Edison Phonograph Toy Manufacturing Company

-and-

Edison Phonograph Works

-and-

Thomas A. Edison

-and-

John W. Mackintosh, Mortgagee

-and-

John W. Mackintosh and William E. Gilmore, Trustees.

#0#0#0#0#0#0#0#0#0#0#0#0#0#0#

Dated, November 20, A.D., 1895.

COLIE & SWAYZE,
SOLICITORS AT LAW,
NEWARK, N. J.

Raymond R. Wile
Research Library

THIS AGREEMENT, made the Twentieth day of November, Eighteen Hundred and Ninety-five between EDISON PHONOGRAPH TOY MANUFACTURING COMPANY, a corporation of Maine, party of the FIRST PART; EDISON PHONOGRAPH WORKS, a corporation of New Jersey, party of the SECOND PART; THOMAS A. EDISON, of Orange, New Jersey, party of the THIRD PART; JOHN W. MACKINTOSH, Mortgagee, of Brookline, Massachusetts, party of the FOURTH PART; and said JOHN W. MACKINTOSH and WILLIAM E. BILNOFF, of the City of Orange, New Jersey, Trustees, party of the FIFTH PART, WITNESSETH:

W h e r e a s certain dolls and parts of dolls belonging to the party of the first part are now on the premises of the party of the second part at West Orange, New Jersey, where they were sent to be fitted with phonographic apparatus; and

W h e r e a s sundry differences of opinion with reference to the rights of the respective parties, and sundry litigation between the parties hereto with reference to the said dolls, and otherwise, have arisen:

NOW THEREFORE, for the sake of settling all said differences and litigation, and in consideration of the sum of One Dollar by each of the parties to the other in hand paid, it is agreed as follows:-

FIRST: All said dolls, both disjointed and fitted with metal bodies, now at Orange aforesaid, are hereby bargained, sold and conveyed to said John W. Mackintosh, representing

Raymond R. Wile
Research Library

the parties of the first and fourth parts hereto, and to said William E. Gilmore, representing the parties of the second and third parts hereto, and shall be delivered to the said two persons, to whom the same are thus conveyed, (all the dolls not containing phonographic apparatus forthwith, and all dolls containing phonographic apparatus, as soon as the same is taken out, as hereinafter provided), the same to be held in trust by them and sold by them without any compensation to them, to the best possible advantage. All phonographic apparatus in the bodies of any of said dolls shall be taken out of the same and destroyed by and at the expense of the said parties of the second and third parts, before such dolls are delivered to the party of the fifth part.

After said dolls shall be sold as aforesaid, the proceeds derived therefrom are to be disbursed as follows, namely:-

1. To pay the expenses of sale.
2. To pay the party of the second part the sum of Eight Hundred Dollars ($800.) being the amount of insurance paid by it on said dolls; and to pay to the party of the first part the sum of Two Hundred and Six Dollars and Twenty-five Cents ($206.25) being the amount of insurance paid by it on the said dolls
3. The balance of said proceeds to be divided, one-half thereof to the said Edison Phonograph Works and Thomas A. Edison, and the other half thereof to John W. Mackintosh, the present Trustee of the mortgage on said chattels made by party of the first part

Raymond R. Wile
Research Library

hereto, and now held by said Mackintosh as trustee thereof, for the benefit of the cestui que trust under said mortgage.

SECOND: All contracts, agreements and licenses between said Edison Phonograph Works and Thomas A. Edison, and said Edison Phonograph Toy Manufacturing Company are hereby cancelled, and are to be delivered up on the signing hereof,, and all claims by either of said parties against the other are hereby released, and all suits brought by either of the parties hereto against the others, and now pending, shall be discontinued simultaneously herewith, and the chattel mortgage held by the said Mackintosh, Trustee as aforesaid, shall be simultaneously cancelled of record.

THIRD: The Edison Phonograph Toy Manufacturing Company in case it shall resume business, is to change its name so that the name "Edison" shall no longer be part of its corporate title.

FOURTH: Thomas A. Edison to assign to the Edison Phonograph Toy Manufacturing Company for cancellation simultaneously herewith 13475 shares of the capital stock of said Company, being the number of shares of said capital stock now standing in the name of, and owned by, the said Thomas A. Edison.

IN WITNESS WHEREOF the two corporations above named, pursuant to resolutions of their respective Boards of Directors

Raymond R. Wile
Research Library

have hereunto set their corporate seals, and caused these presents to be signed by their respective Presidents, and attested by their Secretaries, and the said Thomas A. Edison and John W. Mackintosh and William E. Gilmore have hereunto set their hands and seals in duplicate the day and year first above written.

Signed, Sealed and Delivered :
in the presence of :

E. Ry Co.
Attest
W.H. Lucas
Secretary

Edison Phonograph Toy Manufacturing Company.
by Chas. E. Rogerson
President.

Attest Co
John F. Randolph
Secretary

Edison Phonograph Works
by Thomas A Edison
Presdt.

Witness as to
Thomas A Edison
John F. Randolph

Witness as to
John W. Mackintosh
W.H. Lucas

Witness as to
William E. Gilmore
John F. Randolph

Thomas A Edison

John W. Mackintosh, individually and as Mortgagee.

William E. Gilmore

Raymond R. Wile
Research Library

Raymond R. Wile
Research Library

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN

G r e e t i n g; Know ye, that EDISON PHONOGRAPH TOY MANUFACTURING COMPANY, a corporation of Maine, for and in consideration of the sum of one dollar, lawful money of the United States, to it in hand paid by THOMAS A. EDISON, of Orange, New Jersey, has remised, released, and forever discharged, and by these presents does for itself, its successors and assigns, remise, release and forever discharge the said Thomas A. Edison of and from all and all manner of actions and suits, cause and causes of action or suit, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, premises, variances, trespasses, torts, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against said Thomas A. Edison it ever had, now has, or which it hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, the Edison Phonograph Toy Manufacturing Company hath caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President the Thirteenth day of January, one thousand eight hundred and ninety-six.

Sealed and delivered in) Edison Phonograph Toy
the presence of) Manufacturing Company.
by Charles E. Rogerson.
President.

W H Lucas
Secretary

Raymond R. Wile
Research Library

STATE OF Massachusetts
COUNTY OF Suffolk) ss.
City of Boston.

BE IT REMEMBERED, that on this Thirteenth day of January, in the year eight~~een~~ hundred and ninety-six, before me the subscriber, a Commissioner for the State of New Jersey personally appeared W H Lucas who being by me duly sworn doth depose and make proof to my satisfaction, that he well knows the corporate seal of the Edison Phonograph Toy Manufacturing Company, the grantor named in the foregoing release; that the seal thereto affixed is the proper corporate seal of the said corporation; that the same was so affixed thereto and the said release signed and delivered by Charles E Rogerson who was at the date and execution thereof, the President of said corporation, in the presence of said deponent, as the voluntary act and deed of the said corporation, and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed before me at said Boston the date aforesaid.

W H Lucas

Edward S. Jones
Commissioner of Deeds
for the State of New Jersey
residing at said Boston.

Raymond R. Wile
Research Library